

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

**ANDREW M. MELSON and wife,
ALISHA MELSON**

PLAINTIFFS

V.

NO. 1:14-cv-141-SA-DAS

BANK ONE, NATIONAL ASSOCIATION

DEFENDANT

CONSENT JUDGMENT

BE IT REMEMBERED that this matter came before the Court upon the Motion for Consent Judgment filed by Plaintiffs and Defendant Bank One, National Association, n/k/a, JPMorgan Chase Bank, N.A. (“Bank One”). Having considered the Motion for Consent Judgment, the Court finds that said Motion is well taken and hereby finds as follows:

1. The Court has jurisdiction over the subject matter and the parties.
2. This action involves the real property located at 1835 Walker Church Road, Golden, Mississippi, and described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 4, Township 8 South, Range 10 East; thence South 544.5 feet; thence East 308.55 feet; thence South 70.5 feet to the center line of a certain public road; thence South 72 degrees 15 minutes East along center line of said road 112 feet for a point of beginning; thence South 46 degrees 15 minutes East along center line of said road 528 feet; thence North 23 degrees 00 minutes East 670 feet; thence North 46 degrees 15 minutes West 53 feet; thence North 80 degrees 00 minutes West 298 feet; thence South 23 degrees 00 minutes 217 feet; thence North 46 degrees 15 minutes West 168 feet; thence South 23 degrees 00 minutes West 280 feet back to the point of beginning. Containing 5 acres, more or less, being located in the Southwest Quarter of

Section 4, Township 8 South, Range 10 East, all in Itawamba County, Mississippi

3. On or about October 18, 2004, Randy Wayne Bolton and Stephanie Bolton (the “Boltons”) conveyed the subject property to Bank One by Deed in Lieu of Foreclosure recorded as Instrument No. 025019 of the land records of the Chancery Clerk of Itawamba County, Mississippi. That conveyance was not to Bank One “as trustee.”

4. On or about March 17, 2005, Bank One, as trustee, conveyed to Samuel B. Carson and Evelyn C. Carson (the “Carsons”) the subject property by Special Warranty Deed recorded as Instrument No. 027103.

5. The subject property was conveyed to Plaintiffs Andrew M. Melson and Alisha Melson by the Carsons on July 11, 2013 by Warranty Deed that was recorded as Instrument No. 2013063544 of the land records of Itawamba County, Mississippi.

6. The Deed in Lieu of Foreclosure to Bank One should have reflected that the conveyance to Bank One was in its capacity “as trustee.” This omission was a typographical error, as reflected in the Affidavit recorded as Instrument No. 063262 of the land records of Itawamba County, Mississippi.

7. The Deed in Lieu of Foreclosure recorded in Instrument No. 025019 should be reformed to reflect that the conveyance to Bank One was “as trustee.” The Chancery Clerk of Itawamba County should also be directed to note on

Instrument No. 025019 the reformation of said Instrument provided for in this Consent Judgment.

8. The Clerk of this Court should further be directed to furnish the Chancery Clerk of Itawamba County, Mississippi with a certified copy of this Consent Judgment to be indexed and spread upon the land records of Itawamba County, Mississippi as effecting the title to the subject property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Deed in Lieu of Foreclosure recorded in Instrument No. 025019 of the land records of Itawamba County, Mississippi, should be, and hereby is, reformed to reflect that the conveyance to Bank One was “as trustee.”

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Chancery Clerk of Itawamba County be, and hereby is, directed to note the reformation on Instrument No. 025019 by this Consent Judgment on said Instrument.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Consent Judgment be filed and indexed among the land records of Itawamba County, Mississippi effecting title to the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this action be, and hereby is, dismissed with prejudice, with each party to bear its respective costs and attorney’s fees.

SO ORDERED, ADJUDGED AND DECREED this the 3rd day of
November, 2014.

/s/ Sharion Aycok
UNITED STATES DISTRICT JUDGE

AGREED TO:

s/Phillip L. Tutor
Phillip L. Tutor (MSB #8160)
Post Office Box 487
Pontotoc, Mississippi 38863
Telephone: (662) 419-2928
Facsimile: (662) 489-8761
ptutor@tutorlaw.com

s/ Mark H. Tyson
Mark H. Tyson (MS Bar #9893)
Attorney for Bank One, National Association,
a/k/a, JPMorgan Chase Bank, N.A.
McGlinchey Stafford, PLLC
200 South Lamar Street, Suite 110
P. O. Box 22949
Jackson, MS 39225-2949
Telephone: (769) 524-2300
Facsimile: (769) 524-2333
mtyson@mcglinchey.com